

EXHIBIT F



Delivery via Regular & Certified Mail (R.R.R.) and Email

January 27, 2023

John Carpenter
1610 Kenwood Ave
Alexandria, VA 22302
jmc7dt@virginia.edu

Re: INTERNAL INVESTIGATION

Dear Mr. Carpenter:

We have recently learned that while you were engaged as a Vice President and Senior CNO Developer for Dark Circuit Labs, Inc. ("DCL"), you partnered with Eric Missimer, a major shareholder of DCL, to form a competing enterprise, Black Sails Security LLC ("BSS"), which has already solicited existing DCL clients. We were further informed that you intend to terminate your employment relationship with DCL to further pursue opportunities with your newly formed company. These issues raise serious concerns for DCL. Specifically, based on information currently available, DCL has reason to believe that you are in violation of your contractual and statutory and common law obligations to DCL based on your activities with BSS, a direct competitor, in violation of your non-compete and non-solicitation obligations.

We are conducting an investigation to fully understand what has occurred with respect to any breach of obligations owed by you to DCL and the implications they may have for DCL with respect to its obligations to others. As an employee with a continuing duty of loyalty to DCL, we expect that you will cooperate fully, and in good faith, with that investigation so that DCL may mitigate any harm that may have been caused or will be caused by your departure under these circumstances. Similarly, we expect that you will continue to perform your obligations to DCL so that it can continue to perform its obligations

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under its contracts with its clients. Please make yourself available Monday, January 30, 2023 at 6:30pm virtually to meet with me so that we can discuss.

While DCL internally investigates this matter, due to the sensitivity of your position, we will be placing you on an administrative leave without pay effective immediately. While you are on this leave, you will not have access to company property or resources such as email, management systems, or social accounts and you should not contact DCL employees, consultants, or customers unless to preserve continuity of services for the mission as it relates to Ungrateful Child. Your access to time sheets shall remain active during your administrative suspension to preserve continuity of services for the mission as it relates to Ungrateful Child. Notwithstanding your administrative leave status, you will be compensated for your services on Ungrateful Child pursuant to your existing agreements with DCL and the terms of that contract.

Effective immediately and within three (3) business days of receipt of this letter, you must return all DCL property, including but not limited to trade secrets and confidential or proprietary information belonging to DCL, identification cards or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files, equipment, servers, and any other DCL property and information in your possession. Any passwords or necessary access codes should be handwritten and attached to the device to which they pertain prior to their return. DCL will reimburse you for the cost of shipping the company property to Ronald Pelkey at 13947 Gary Fisher Trail, Gainesville, VA 20155.

Moving forward, we are reminding you of your obligations that, on December 20, 2021, you executed a Confidentiality Non-Competition and Protectable Rights Agreement (the "Agreement"), governed by Virginia law, a copy of which is enclosed. The Agreement survives the termination of your employment and prohibits you from engaging in certain conduct both during and after the termination of your employment with DCL. Specifically, the Agreement prohibits you, during your time as an employee with DCL and for a period of twelve (12) months following your separation from DCL, from "directly or indirectly, on behalf of [yourself] or a third party: solicit[ing] business of the same type or related to [DCL] from; accept[ing] an offer to do business of the same type or related to [DCL] with or referral from; provid[ing] services of the same type or related to [DCL] to; or induc[ing] the termination, non-renewal of, or reduction of business done or referred of any person or entity who, at the time [your] employment with [DCL] ended was a Client, Prospective Client, Service Provider, Prospective Service Provider, or Referral Source of [DCL] within the last twenty-four (24) month period prior to termination of [your] employment with [DCL]."

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The Agreement also prohibits you, during your time as an employee with DCL and for a period of twelve (12) months following your separation from DCL, from “directly or indirectly or on behalf of [your]self or a third party[,] solicit[ing], assist[ing] or induc[ing] any then-current (a) employee; (b) independent contractor; or (c) consultant of [DCL], to terminate or reduce his, her, their or its relationship with [DCL] or to become an employee, consultant or independent contractor with an entity other than [DCL].” You further agreed that you would not “directly or indirectly on behalf of [your]self or a third-party[,] hire as an employee, or engage as independent contractor or consultant, any former employee, consultant or independent contractor of the Company who was employed or engaged by the Company at any time during the twelve (12) month period prior to such hiring or engagement.”

Please further recall that on December 15, 2021, you executed an offer letter (“Offer Letter”), governed by Virginia law, a copy of which is enclosed. The Offer Letter provides that “[w]hile you are employed by [DCL], you will not engage in any other employment, consulting, or other business activity (whether full-time or part-time) that creates a conflict of interest with [DCL].”

In addition, your activities with regard to DCL’s confidential information and trade secrets may also implicate violations of the federal Defend Trade Secrets Act of 2016 and Delaware Uniform Trade Secrets Act. Specifically, federal and Delaware law prohibit the use or disclosure of DCL’s trade secrets you learned of during your employment, in addition to your obligations under the Agreement with DCL. Delaware law also imposes on you a continuing duty of loyalty and fiduciary duty which prohibits you from disclosing DCL’s confidential or trade secret information at any time after your employment with DCL.

Based on the foregoing, during the pendency of the internal investigation and your administrative leave, DCL requires that you immediately refrain from:

1. Using or disclosing DCL’s trade secrets and confidential and proprietary information.
2. All activities that violate your contractual non-compete and non-solicit obligations.
3. Tortiously interfering with DCL’s business relations with its customers and vendors.
4. Making disparaging statements about DCL.

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DCL takes its business interests and its confidential, proprietary, and trade secret information seriously. DCL will take all necessary and appropriate steps to prevent any misappropriation or disclosure of its trade secrets or confidential information, or any breach of its contracts, tortious interference with its business relations, or usurpation of its corporate opportunities.

This letter is not intended as a full recitation of the facts or a complete review of applicable law. Nothing contained in or omitted from this letter is or shall be deemed to be a limitation, restriction, or waiver of any of DCL's rights or remedies, either at law or in equity, in connection with any of the matters raised herein, all of which are expressly reserved.

You are now on notice of potential litigation. You are required to take all necessary steps to preserve, and not destroy, conceal, or alter, any and all communications and documents relevant to this matter, including by way of example, and without limitation, emails, text messages, social media posts, voicemails, records, files, cloud storage accounts, and other data, wherever located and regardless of the format or media. Be forewarned that purposeful destruction of this evidence may result in penalties, including legal sanctions.

However, while you are on notice of potential litigation, DCL seeks to avoid costly and protracted litigation and desires to resolve these issues with you and Mr. Missimer as it relates to BSS and the separation of your employment at the earliest possible juncture. To this end, please contact me immediately to confirm your meeting with me on Monday.

Thank you for your immediate attention to this matter.

Very truly yours,



Larry Littleton

Chief Financial Officer

Dark Circuit Labs, Inc.